

CIVIL AVIATION MISSION

Exchange of notes at Caracas March 22 and 24, 1948

Entered into force March 24, 1948

Expired March 24, 1951

62 Stat. 2666; Treaties and Other
International Acts Series 1804

The Minister of Foreign Affairs to the American Chargé d'Affaires ad interim

[TRANSLATION]

UNITED STATES OF VENEZUELA
MINISTRY OF FOREIGN RELATIONS
Office of International Policy
Section of Inter-American Relations

No. 1053

CARACAS, March 22, 1948

MR. CHARGÉ D'AFFAIRES:

For the purpose of providing technical assistance that will contribute to the development of Venezuelan civil aviation, and as a result of negotiations carried on between the competent agencies, the Governments of the United States of Venezuela and the United States of America have agreed to conclude, by an exchange of notes, the agreement contained in the following clauses:

1. According to the availability of suitable technical experts and funds for this purpose, the Government of the United States of America will send to Venezuela a Civil Aeronautics Mission to advise the appropriate Venezuelan authorities on the technical aspects of civil aviation.
2. The Government of the United States of America will appoint a Chief of Mission who will represent the Mission before the Government of Venezuela, and its Members shall be responsible to that Chief. The members of the Mission shall act as technical advisers and not as executive agents, and at the request of the Ministry of Communications they will give their opinions on specific matters submitted to them. On their own initiative they may also give opinions on matters that so require; and their opinions shall have the character of recommendations only.
3. The duration of the appointment of each technician shall be fixed in accordance with the requirements of the mission assigned to him, except that appointments may be of indefinite duration, subject to joint revision when this is legally and administratively possible.

4. The Government of the United States of America agrees to give the greatest consideration to any requests of the Government of Venezuela to increase or decrease the number of technicians originally sent, or to appoint technicians in other branches of civil aviation.

5. The Government of the United States of America will pay the salaries, compensation, per diem and traveling expenses from the United States of America to Venezuela and return, and any additional compensation of the technicians; and the Government of Venezuela will make partial reimbursement of those expenses up to three thousand dollars a year for each technician.

The Government of Venezuela will make the partial reimbursement referred to in the preceding paragraph at the end of each six-months period beginning with the date of the appointment. However, for reasons of accounting and procedure, it will not be necessary for the Government of Venezuela to make any payment to the Government of the United States of America until such time as a statement of account is received.

6. The Government of Venezuela will bear the traveling expenses of the Members of the Mission when the discharge of their duties requires them to absent themselves from Caracas, as well as the cost of equipment and materials which the Mission considers it necessary to obtain. Whenever it is necessary to use automobile transportation in the discharge of the Mission's duties, the Government of Venezuela will furnish the required vehicles, subject to the limitations imposed by local conditions.

7. The equipment and material that must be imported for direct use in the civil aviation development program will be brought into the country through the Ministry of Communications.

8. The Members of the Mission are exempted from income tax on moneys they receive as remuneration from the Government of the United States of America; and their imports for use in the fulfillment of their functions shall be exempted from customs duties.

9. The Ministry of Communications will provide the Mission with properly equipped offices, with a competent staff of bilingual stenographers, and other necessary employees, and will bear the expenses of these offices and the salaries of their personnel.

10. The personnel of the Mission shall not reveal or divulge in any way, either during or after the exercise of their duties, the secret and confidential matters that may come to their knowledge in the process of carrying on their work.

11. The Government of Venezuela will grant to the authorized Members of the Mission its approval for flights in Venezuela in airplanes of Venezuelan registry, as may be considered advisable for the fulfillment of their duties.

12. By means of policies that are deemed suitable by both parties, the Government of Venezuela will insure the Members of the Mission against

civil responsibility for damage or loss of property, for personal injuries and deaths caused by any Member of the Mission while he is acting in line of duty.

13. This Agreement shall remain in effect for a period of three years beginning with the date of its conclusion, and it may be modified in its entirety or in part by an exchange of notes between the two Governments.

Either of the Contracting Parties may denounce the present Agreement by means of written notification, which shall become effective sixty days after its presentation to the other party.

This communication and Your Excellency's reply in analogous terms shall constitute an Agreement on the matters contained in the preceding clauses.

With reference to clause 4 of this Agreement, it is understood that the initial number of Members of the Mission shall be determined in conformity with the suggestions of the Ministry of Communications of Venezuela.

I take this opportunity to renew to Your Excellency the assurances of my distinguished consideration.

ANDRÉS ELOY BLANCO

The Honorable

JOHN WILLARD CARRIGAN

Chargé d'Affaires ad interim

of the United States of America.

City.

The American Chargé d'Affaires ad interim to the Minister of Foreign Affairs

THE FOREIGN SERVICE
OF THE
UNITED STATES OF AMERICA

No. 75

CARACAS, March 24, 1948

EXCELLENCY:

I have the honor to refer to Your Excellency's Note No. 1053 of March 22, 1948 in which Your Excellency submitted to this Embassy the text of the accord reached in negotiations between representatives of the Governments of the United States of America and of the United States of Venezuela regarding the assignment to Your Excellency's Government of a technical civil aviation mission of the Civil Aeronautics Administration of my Government and stated that this text was acceptable to Your Excellency's Government.

It had been agreed that an exchange of notes between Your Excellency's Government and my Government would constitute mutual acceptance of the text of this agreement by our respective Governments, and that the agreement would be effective immediately upon the completion of such exchange.

I have the honor to inform Your Excellency that the text of this agreement as contained in Your Excellency's note under reference above is acceptable to my Government. It reads, quoting from Your Excellency's note:

[For text of agreement see Venezuelan note, above.]

The exchange of notes having been completed, I am informing my Government that the accord reached is effective as of today.

I have the honor to express to Your Excellency in the name of those of my colleagues who participated in the conversations leading to the conclusion of this accord their sincere appreciation, which I heartily share, for the advice, guidance and collaboration given by those officers of Your Excellency's Ministry and of other Ministries of the Government of Venezuela who contributed so effectively to the successful outcome of these conversations.

Please accept, Excellency, the renewed assurances of my highest consideration.

JOHN W. CARRIGAN

His Excellency

Dr. ANDRES ELOY BLANCO,

Minister of Foreign Relations,

Ministry of Foreign Relations,

Caracas.